

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		09/24/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nice Kicks Holdings, LLC		
Street Address:	755 Jarvis Drive		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4225171	NICE KICKS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1480221		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	09/27/2021		
Total Attachments: 4			
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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This **PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of September 24, 2021, is made by PNC Bank, National Association, as agent (“Agent”), in favor of Nice Kicks Holdings, LLC, a Texas limited liability company (the “Released Grantor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the IP Security Agreement (as defined below).

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of June 18, 2018 (as amended (including pursuant to the First Amendment referred to below), restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”), by and among (i) The Finish Line, Inc., Spike’s Holding, LLC, and Shoe Palace Corporation (collectively, the “Continuing Grantors”), (ii) the Released Grantor, and (iii) Agent;

WHEREAS, pursuant to the terms and conditions of that certain Joinder and First Amendment to Intellectual Property Security Agreement, dated as of February 4, 2021 (the “First Amendment”), the Released Grantor granted to Agent a lien on and security interest in all of the Released Grantor’s right, title and interest in, to and under all of its IP Collateral, including the Trademark listed on Schedule A hereto (such Trademark, the “Released Grantor Trademark”);

WHEREAS, the First Amendment was recorded with the United States Patent and Trademark Office on February 5, 2021 at Reel 7182 Frame 0027;

WHEREAS, contemporaneously herewith, the Released Grantor is being released from its obligations under the Credit Agreement and the Other Documents (including the IP Security Agreement), and in connection therewith, the Released Grantor has requested that Agent release, discharge fully and reassign to the Released Grantor its interest in the Released Grantor Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases, without any representation, warranty, recourse or undertaking by Agent, any and all liens on and security interests in the Released Grantor’s right, title and interest in, to and under the Released Grantor Trademark, including the goodwill associated with the Released Grantor Trademark, any and all applications or registrations therefor, and the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits of the foregoing.

Except for the release of the Released Grantor and Agent’s lien on the Released Grantor Trademark as expressly set forth herein, all terms and provisions of the IP Security Agreement shall remain in full force and effect. Nothing contained herein shall otherwise in any way impair the validity or enforceability of the IP Security Agreement, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. Any lien and/or security interest granted pursuant to the Credit Agreement or any Other Document (including, without limitation, the IP Security

Agreement) shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations.

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IN WITNESS WHEREOF, Agent has caused this Partial Release of Trademark Security Interest to be executed by its duly authorized representative as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: 

Name: Heath J. Hayes

Title: Vice President

Signature Page to Partial Release of Trademark Security Interest

TRADEMARK
REEL: 007432 FRAME: 0822

SCHEDULE A

Released Grantor Trademark

Trademark	Country	Status	App. No.	File Date	Reg. No.	Owner
NICE KICKS	US	Registered	85552288	Feb. 24, 2012	4225171	Nice Kicks Holdings, LLC